

**SCHEDULE A
INSURANCE
OWNER CONTROLLED INSURANCE PROGRAM
Bank One - Delaware Projects**

A. Owner Controlled Insurance Program

The Owner has elected to implement an Owner Controlled Insurance Program (OCIP) that will provide Workers' Compensation, Employer's Liability, General Liability and Excess Liability Insurance for the Construction Manager, Electrical Trade Manager and all eligible Contractors of every tier providing direct labor on the Project. The Owner agrees to pay all premium associated with the OCIP including deductibles or self-insured retention unless otherwise stated in the Contract Documents.

The Owner will also provide Builder's Risk coverage as outlined in Section G (4).

Eligible Contractors include all contractors providing direct labor on the project site (see definition of ineligible contractors below). Temporary labor services and leasing companies that include direct labor on the project site are to be treated as a contractor.

B. Applicability of the OCIP

The following types of contractors (hereinafter called ineligible contractors) shall not be eligible for coverage in the OCIP: consultants, suppliers, vendors, materials dealers, guard services, janitorial services, truckers (including trucking to the project where delivery is the only scope of work performed), and other temporary project services. In addition to the above, the Owner may choose not to include in the OCIP contractors of any tier whose contract, on a single basis, does not exceed \$10,000 in value. Ineligible contractors shall be required to maintain their own insurance of the types and with the limits as set forth in Section L, at their own expense, and shall promptly furnish the Owner, or its designated representative, certificates of insurance giving evidence that all required insurance is in force.

C. Insurance Cost Identification

The Construction Manager and all eligible Contractors shall identify the cost of insurance on the Project, Form 2. The Construction Manager and all Contractors of every tier agree to identify all costs associated with the cost of insurance for all work, including but not limited to insurance premiums, expected losses within any retention or deductible program (loss rate), claims handling charges, service and broker fees, overhead and profit, using Form 2 (Insurance Cost Identification Worksheet).

By completing and submitting this insurance cost information, including supporting documents to the Owner, Construction Manager and Contractors warrant that all cost for insurance as described in this paragraph have been correctly identified. Coverage and limit requirements are:

(1) Workers' Compensation and Employer's Liability Insurance:

WORKERS' COMPENSATION INSURANCE WITH Statutory Benefits as provided by state statute; and EMPLOYER'S LIABILITY LIMITS:

- (a) \$500,000 Bodily Injury each Accident
- (b) \$500,000 Bodily Injury by Disease - Policy Limit
- (c) \$500,000 Bodily Injury by Disease - Each Employee

(2) Commercial General Liability and Insurance:

- (a) Bodily Injury, Property Damage and General Aggregate limits as required in Article V.
- (b) The limits required in Article V. can be satisfied by a combination of general and umbrella liability policies.
- (c) Coverage should include but not be limited to the following supplementary coverage:
 - (i) Contractual Liability to cover liability assumed under this agreement,
 - (ii) Product and Completed Operations Liability Insurance,
 - (iii) Broad Form Property Damage Liability Insurance,
 - (iv) Explosion, collapse and underground hazards (deletion of the X,C,U exclusions) if such exposure exist, and
 - (v) Independent Contractors.

Construction Manager and all eligible Contractors will provide Owner, or its designated Program Administrator and/or insurance carrier, with supporting documentation to verify the workers' compensation, general liability and umbrella liability rates to be used throughout the project to determine the Construction Manager's and Contractors' insurance credits. The insurance rates agreed to prior to execution of this agreement will be the rates used to calculate the final insurance credit for Construction Manager and each eligible Contractor of every tier. Any eligible Contractor of any tier that does not enroll in the OCIP will have a minimum 6% of their contract amount automatically deducted for their insurance credit.

Construction Manager and all eligible Contractors will be required to provide copies of their current declaration pages and premium rate pages for their workers' compensation, general liability and umbrella liability policies to verify the rates they are utilizing on the Insurance Cost Identification Worksheet. If eligible Contractors have insurance policies with deductibles or other loss sensitive programs, they must provide copies of the past five years audited workers' compensation payrolls, currently dated claim loss runs for those same five years for their workers compensation and general liability policies and copies of their deductible or program agreement with their insurance carrier to support the calculation of the loss rate and fixed cost (premium) rate being utilized. If eligible Contractor does not provide this information, the rates for the insurance credit will be calculated using one of the following two methods: 1) the OCIP carrier's manual rates for workers' compensation and general liability insurance or 2) the loss sensitive rates at maximum cost (the fixed cost plus the aggregate loss cost plus claims handling charges plus insurance agent/broker fee) for general liability and workers' compensation insurance.

It is understood and agreed, Construction Manager's and Contractors' insurance cost identified on their Insurance Cost Identification Worksheet, Form 2, is an initial estimate only. The final insurance cost will be subject to final audited payrolls, and if applicable, contract amount and cost of subcontracted work, multiplied by the appropriate insurance rates as agreed to prior to the start of the work. Because the OCIP is subject to a minimum premium, the final insurance credits for Construction Manager and each eligible Contractor of every tier will be subject to their minimum insurance credit and are only subject to an additional deductive change order/charge, not a credit/return. The contract award will be based on the total estimated cost of work including insurance costs. An initial deductive change order will be processed to transfer the insurance cost into the project insurance program. During the term of the contract, including extended periods thereof, the Owner shall have the right to recover all costs for insurance as described in Section C (1), (2), and (3) and Section D that are in addition to those initially identified in the initial deductive change order. The Owner shall have the right to recover these additional costs through deductive change orders.

Contractors of every tier shall complete and submit the Insurance Cost Identification Worksheet, Form 2 as part of their bid to Construction Manager. Construction Manager shall promptly provide copies of such Form 2's to Owner.

D. Change Order Pricing

Construction Manager shall price, and shall require that all eligible Contractors price change order pricing equal to or greater than fifty thousand dollars (\$50,000) to include the cost to provide insurance as specified in Section C using Construction Manager's and Contractors' previously agreed upon rates, and shall identify the amount of insurance contained in the change order proposal using the Supplemental Insurance Information Form, Form 3.

The Construction Manager's and eligible Contractors' price shall be adjusted by removing the cost of insurance as identified on Form 3. The Owner shall have the right to recover these additional costs through deductive change orders.

E. Responsibility for Contractors

The Construction Manager and its Contractors shall require each of their eligible subcontractors to identify the cost for the coverage associated with the work performed for or on their behalf as outlined in this agreement using the methods and documents described herein. Any eligible Contractor not enrolled in the OCIP will automatically have a minimum of 6% of their contract amount deducted from their contract for their insurance credit.

The Contractor shall include all of the provisions of this agreement in every subcontract so that such provisions will be binding upon each of its subcontractors.

F. Audit and Recovery of "Insurance Cost"

For insurance purposes, Construction Manager and Contractors of every tier agree, and shall require all tiers of subcontractors to agree, to keep and maintain accurate and classified records of its payroll for operations at the project site. Construction Manager and Contractors further agree, and will require all tiers of subcontractors to agree, to furnish to the Program Administrator (the insurance company and Willis) full and accurate payroll data and information in accordance with the requirements of the OCIP Project Insurance Manual, incorporated herein by this reference. Construction Manager and all Contractors shall permit the Owner or its representative to examine and/or audit its relevant books and records. Construction Manager and Contractors shall also provide any additional relevant information to Construction Manager or its appointed representatives as may be required. During the term of the Contractor's contract including extended periods thereof, the Construction Manager shall have the right to adjust the contract price to reflect the cost of the Contractors' insurance costs had the Owner not implemented an OCIP.

G. Sponsor Provided Coverage.

The Owner, at its sole expense, has implemented an Owner Controlled Insurance Program (OCIP) to furnish certain insurance coverage with respects to on-site activities. All policies shall be issued by companies rated A- IX or higher in the most recent A.M. Best ratings. The OCIP will be for the benefit of the Owner, Construction Manager and its eligible Contractors of all tiers (unless specifically excluded) who have on-site employees. Such coverage applies only to work performed under this contract at the Project Site. Construction Manager and eligible Contractors must provide their own insurance for off-site activities that complies with Section L.

The Owner, at its sole expense, will provide and maintain in force the types of insurance listed in subparagraphs (1) through (4) below as a part of the OCIP for Construction Manager and all enrolled/eligible Contractors. Construction Manager and all enrolled Contractors will each receive their own workers' compensation policies and Construction Manager and all enrolled Contractors will be named as Additional Named Insureds on the master commercial general liability and excess liability policies. Construction Manager and all enrolled Contractors will receive certificates of insurance evidencing that they are Additional Named Insureds on the master commercial general liability and excess liability policies. Construction Manager and Contractors enrolled in the OCIP agree that the policy limits of liability,

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coverage terms, conditions and exclusions shall determine the scope of coverage provided by the OCIP. Construction Manager Contractors agree that the purpose of this section is to provide a general understanding of the coverage provided by the OCIP.

- (1) Workers' Compensation and Employer's Liability Insurance will be provided in accordance with applicable State laws. Limits of Liability and coverage will be as follows:

- (a) Workers' Compensation, form WC 00 00 00 A – Applicable State Statutory Benefits
- (b) Employer's Liability
 - (i) \$1,000,000 Bodily Injury each Accident
 - (ii) \$1,000,000 Bodily Injury by Disease – Policy Limit
 - (iii) \$1,000,000 Bodily Injury by Disease – Each Employee
- (c) Employers Liability Exclusions:
 - (i) liability assumed under a contract;
 - (ii) punitive or exemplary damages;
 - (iii) bodily injury to an employee while knowingly employed in violation of the law;
 - (iv) obligations imposed by a workers compensation, occupational disease or similar law;
 - (v) bodily injury intentionally caused or aggravated by the insured;
 - (vi) bodily injury occurring outside of the United States of America;
 - (vii) any personnel practices, policies acts or omissions;
 - (viii) bodily injury to any person subject to any federal workers or workmen's compensation law or occupational disease law;
 - (ix) bodily injury to any person in work subject to the Federal Employers' Liability Act;
 - (x) bodily injury to a master or member of the crew of any vessel;
 - (xi) fines or penalties imposed for violation of federal or state law;
 - (xii) damages payable under the Migrant and Seasonal Agricultural Worker Protection Act.

- (2) Commercial General Liability Insurance will be provided on an "occurrence" form under a master liability policy with the following Limits of Liability, Coverage, and Terms:

- (a) Limit of Liability:

\$1,000,000 Combined Single Limit any one occurrence and \$2,000,000 in the aggregate annually
- (b) Coverage and Terms:
 - (i) Occurrence Basis, CG 00 01 (10/01 edition date);
 - (ii) Blanket Additional Insured endorsement (excluding completed operations)
 - (iii) Blanket Contractual Liability;
 - (iv) Products and Completed Operations (Two Year Term); with a term aggregate of \$2,000,000;
 - (v) Independent Contractor's Liability;
 - (vi) Personal Injury;
 - (vii) Explosion, Collapse, and Underground (X, C, U exclusions deleted), and
 - (viii) Designated Premises Only.

Additional Exclusions for Additional Insured- Owner, Lessees Or Contractors- Scheduled Person Or Organization, form CG 20 10 (edition 10/01):

- (i) This insurance does not apply to "bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- (3) **Excess Liability Insurance** will be provided under a master liability policy with Limits of Liability, Coverages, and Terms as follows:

- (a) **Limits of Liability:**

- (i) \$100,000,000 Any one occurrence and general aggregate annually; and
 - (ii) \$100,000,000 Term Aggregate Products and Completed Operations.

- (b) **Coverage and Terms:**

- (i) Excess of General Liability
 - (ii) Excess of Employer's Liability
 - (iii) Excess Completed Operations (Two Year Term)

- (4) **Builder's Risk Insurance**

The Builder's Risk Insurance will provide Cause of Loss, Special (All-Risk) coverage on a replacement cost basis for the entire construction value, including change orders. This insurance will include as additional insureds Construction Manager and all tiers of Contractors in the Work. The policy includes 1) a waiver of subrogation for Construction Manager and all Contractors of every tier, 2) a sublimit of \$1,000,000 each claim for off-premises storage of materials and transit to the job-site and 3) a \$10,000,000 sublimit for flood and earthquake coverage. In addition to the standard policy exclusions, the policy may contain a terrorism exclusion.

The Builder's Risk will not provide coverage against loss including by theft or disappearance, of any materials (unless the materials are to be incorporated into the Project), tools, or equipment of the Construction Manager or any tier of Contractor, or any other person furnishing labor or materials for the Work.

All tiers of Contractor shall be responsible for the first \$25,000 of each and every loss.

Any loss insured under Exhibit I, G(4) is to be adjusted with the Owner and made payable to the Owner as fiduciary for the additional insureds, as their interests may appear, subject to the requirements of any applicable mortgagee clause. The Construction Manager shall pay each Contractor a just share of any insurance monies received by the Construction Manager, and Construction Manager shall require each Contractor to make payments to his subcontractors in a similar manner. Construction Manager agrees to reconstruct any portion of the Work lost, destroyed or damaged to the extent that Owner makes the proceeds of the insurance (and additional funds if such proceeds are less than replacement cost) available to Construction Manager.

The Owner will make available upon request for inspection by Construction Manager a certificate of Insurance evidencing builder's risk insurance to be furnished by Owner.

H. OCIP Certificates and Policies

All OCIP furnished insurance coverage outlined above shall be written by insurance companies approved by the Owner. The Owner, through the Program Administrator, shall provide all Contractor(s) with appropriate certificates of insurance evidencing the coverage outlined above.

I. Termination/Modification of the OCIP

The Owner reserves the right to terminate or to modify the OCIP or any portion thereof. To exercise this right, the Owner shall provide thirty (30) days advance written notice of termination or material modification to Construction Manager and all Contractor(s) covered by the OCIP. The Construction Manager and all Contractors shall promptly obtain quotations for appropriate replacement insurance coverage and shall review such quotes with Owner. If such quotations are reasonably acceptable to Owner, then Construction Manager and Contractors shall promptly bind such replacement coverage at Owner's expense (except as noted below in this subparagraph I). If quotations obtained by Construction Manager or any of the Contractors are not reasonably acceptable to Owner, Owner and Construction Manager shall work together to identify appropriate replacement insurance coverage that is reasonably acceptable to the Owner. The actual documented cost of such replacement insurance will be reimbursed by the Owner, except as noted below in this subparagraph I. Written evidence of such insurance shall be provided to the Owner prior to the effective date of the termination or modification of the OCIP. The minimum acceptable coverage and limits of liability are as required in Section C. In addition, Construction Manager's umbrella liability policy limit of liability will be not less than \$100,000,000 each occurrence and aggregate.

J. Construction Manager and Contractors' Responsibilities

The Construction Manager and Contractors are required to cooperate with the Owner's Representative, Construction Manager, Program Administrator and insurance carriers with regards to the administration and operation of the OCIP. The Construction Manager and Contractors' responsibilities shall include; but not be limited to:

- (1) Complying with applicable construction safety requirements, the OCIP Project Manual and Claims Procedures as outlined in the respective manuals setting forth the administrative procedures required of the Construction Manager and Contractors;
- (2) Providing of necessary contract, operations and insurance information;
- (3) Immediately notifying the Program Administrator of all Contractors upon award of a contract by completing Form-1, Notice of Subcontract Award and Request for Insurance and sending to the Program Administrator;
- (4) Maintaining payroll records and other records as necessary for premium and insurance credit computation;
- (5) Cooperating with the insurance company and the Program Administrator with respect to requests for claims, payroll or other information required under the program;
- (6) Immediately notifying the Program Administrator when any Contractor-Provided Coverage have been canceled, materially changed, or not been renewed; and,
- (7) Timely completion of OCIP Forms:
 - (a) Construction Manager will complete a Notice of Subcontract Award and Request for Insurance - Form 1, upon award of each (Contractor) contract;

- (b) Construction Manager and eligible Contractors of every tier will complete an Insurance Information Form - Form 2, upon award of a (Contractor) contract;
- (c) Contractor will complete a Notice of Subcontract Award and Request For Insurance - Form 1, upon award of a (Contractor) contract to a second or third tier subcontractor.
- (d) Construction Manager will complete a Notice of Completion - Form 4, upon completion of all work being performed under a Contractor's contract.
- (e) Contractor will complete a Supplemental Insurance Information Form - Form 3, upon execution of any change order in excess of \$50,000.

Failure to follow the procedures outlined in the OCIP Project and Claims Procedures Manual or this Exhibit may result in withholding progress payments or contract default.

K. Assignment of Return Premiums

The Owner will be responsible for the payment of all premiums associated solely with the OCIP and Builders' Risk and will be the sole recipient of any dividend(s) and/or return premium(s) generated by either. In consideration of the Owner providing of said coverage the Construction Manager and all eligible Contractor(s) agree to:

- (1) Identify all applicable insurance costs in their contract price, and cooperate with the Program Administrator in the confirmation of the Contractor's insurance cost.
- (2) Irrevocably assigned to and for the benefit of the Owner, all return premiums, premium discounts, dividends, retentions, credits, and any other monies due the Owner in connection with the insurance which herein it agrees to provide, and Construction Manager and eligible Contractors agree to evidence same by signing Form 2. The Construction Manager and all eligible Contractors further agree to require each subcontractor of any tier to execute the assignment on Form 2, for the benefit of the Owner.

L. Contractor Provided Coverage

For any work under this contract, and until completion and final acceptance of the work all ineligible Contractors as defined in Section B of this document shall provide certificates of insurance to Construction Manager giving evidence that coverage is in force, as required in Section C. The project site should be shown on the certificate and the Owner, Construction Manager and their directors, officers, representatives, agents and employees shall be endorsed as Additional Insureds on the Commercial General Liability Policy and Automobile Policy.

For any work under this contract, and until completion and final acceptance of the work, Construction Manager and all Contractors, at their own expense shall promptly furnish to the Owner certificates of insurance giving evidence that the following coverages are in force:

- (1) **Automobile Liability Insurance**
\$1,000,000 combined single limit for bodily injury and property damage insuring all owned, non-owned and hired automobiles.
- (2) **Workers' Compensation and Employer's Liability Insurance (Off-site activities only for Construction Manager and enrolled/eligible Contractors):**
Statutory Limits with Other States Endorsement and minimum Employer's Liability Limits as follows:

- (a) \$500,000 Bodily Injury each Accident
 - (b) \$500,000 Bodily Injury by Disease -- Policy Limit
 - (c) \$500,000 Bodily Injury by Disease -- Each Employee
- (3) **Commercial General Liability Insurance (Off-site activities only for Construction Manager and enrolled/eligible Contractors):**
 - (a) Commercial General Liability with a limit of liability as required in Article V. for bodily injury, property damage and personal injury, including the following coverages. (The limits can be satisfied by a combination of general and umbrella liability policies.)
 - (i) Occurrence Basis;
 - (ii) Premises Operations;
 - (iii) Contractual Liability;
 - (iv) Products/Completed Operations;
 - (v) Broad Form Property Damage; and
 - (vi) Independent Contractors.
- (4) The Owner, Owner's Representative, Construction Manager and their directors, officers, representatives, agents and employees shall be endorsed as Additional Insureds on the Commercial General Liability and Automobile Liability policies as listed in Article U.
- (5) **Contractors' Pollution Liability Insurance**
 - (a) This coverage is required of Construction Manager and all Contractors.
 - (b) Limits of Liability of \$2,000,000 each claim and aggregate with a deductible no greater than \$100,000 each claim.
 - (c) The policy will provide coverage for sums that Construction Manager and Contractors become legally obligated to pay as loss as a result of claims for bodily injury, property damage or clean-up costs caused by pollution incident. Pollution incidents will include the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, hydrocarbons and microbial matter, including fungi, bacterial or viral matter which reproduces through release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.
 - (d) If the policy maintained by Construction Manager and/or Contractors is a "claims made" form, Construction Manager and/or Contractors will maintain this required coverage for four years after completion of the project.
- (6) **Professional Liability Insurance (Errors & Omissions)**
 - (a) The Construction Manager and all Contractors whose contracts require design services will maintain professional liability insurance providing coverage for claims allegedly arising out of errors, omissions or negligent acts due to their performance, or failure to perform, design, architectural, engineering, land surveying or interior design.
 - (b) Limits of liability of not less than \$2,000,000 each claim and annual aggregate with a deductible no greater than \$100,000.

M. Certificate of Insurance

All required insurance shall be maintained without interruption from the date of commencement of the work under the agreement until the date of the final payment. The Construction Manager will provide Owner and the Contractors will provide the Construction Manager with a certificate of insurance evidencing compliance with the coverages, limits and conditions required in Section L until the date of final payments.

N. Notice of Cancellation

Policies and/or certificates of insurance shall specifically provide a thirty (30) day notice of cancellation, non-renewal or material change to be sent to the Owner and Construction Manager.

O. Other Insurance

Any type of insurance or any increase of limits of liability not described above which a Contractor requires for its own protection or on account of any statute shall be its own responsibility and its own expense.

P. Contractor Participation

Upon the execution of any subcontract, the Construction Manager will immediately report that subcontract to the Program Administrator for enrollment in the OCIP. The Contractor shall incorporate all the provisions of this agreement in any subcontractor agreement and shall cause its Contractors to cooperate fully with the Owner, Construction Manager, Program Administrator and insurance companies for the project, in the administration of the OCIP. The Contractor agrees to cooperate in the safety and accident prevention program and claim handling procedures as established for the project. In accordance with this paragraph Construction Manager shall not permit any eligible Contractor of any tier to enter the project site prior to notifying the Program Administrator, by completion of Form 1, of the Contractor's enrollment in the Owner Controlled Insurance Program (OCIP); failure to do so may negate the afforded coverage(s).

Q. Waiver of Subrogation

The Construction Manager and all Contractors waive all rights of subrogation and recovery against the Owner, Willis, Construction Manager and other Contractor(s) of all tiers to the extent of any loss or damage, which is insured under the OCIP. Notwithstanding the foregoing and not by way of limitation of the same, Contractor waives its rights of subrogation and recovery for damage to any property or equipment against the Owner, Willis, Construction Manager and other Contractor(s) of all tiers. Each Contractor shall require all subcontractor(s) to similarly waive their rights of subrogation and recovery in each of their respective construction contracts with respect to their work.

R. No Release

The carrying of the above-described insurance shall in no way be interpreted as relieving the Construction Manager or Contractors of any other responsibility or liability under this agreement or any applicable law, statute, regulation or order.

S. Approval of Forms and Companies

All insurance described in this agreement shall be written by an insurance company or companies reasonably satisfactory to the Owner and licensed to do business in Maryland and shall be in a form and content reasonably satisfactory to the Owner. No party subject to the provisions of this agreement shall violate or knowingly permit to be violated any of the provisions of the policies of insurance described herein.

T. The Project OCIP Project and Claims Procedures Manual

The Construction Manager and all Contractors shall adhere to and perform all reporting requirements as detailed in the OCIP Insurance Project and Claims Procedures Manual. Failure to follow the procedures outlined in the manual may result in fines being assessed by the appropriate state agencies or commissions or default judgments from a lawsuit against Owner, Construction Manager or the Contractor. The Contractor, shall at it's own expense, be responsible for any fines or judgments arising out of failure to follow these procedures.

U. Additional Insureds:

- & Banc One Building Corporation, its parent and affiliates, directors, officers, representatives, agents and employees
- & Forest Electric Corp.
- & EMCOR Group, Inc.
- & Tishman Construction Corporation
- & Tishman Construction Corporation of Maryland
- & Gensler (architect)
- & EYP Mission Critical Facilities, Inc. (engineer)
- & and their directors, officers, representatives, agents and employees

V. General Liability/Umbrella Liability Requirements

The following limits of liability apply based on Contractors' trade classification. The limits required can be satisfied by a combination of general and umbrella liability policies.

BASE BUILDING/CORE & SHELL

<u>Trade Classification</u>	<u>Per Occurrence and General Aggregate Combined Single Limit</u>
Access Flooring	\$ 3,000,000
Acoustical Ceilings	\$ 2,000,000
Architectural Woodworking	\$ 3,000,000
Balcony Railings	\$ 5,000,000
Carpentry, Drywall & Insulation	\$10,000,000
Carpeting	\$ 2,000,000
Caulking & Sealing	\$ 5,000,000
Ceramic Tile	\$ 2,000,000
Concrete Work	\$10,000,000
Convactor Enclosures	\$ 3,000,000
Cranes	\$25,000,000
Curtain Wall	\$10,000,000
Demolition	\$20,000,000
Electrical	\$10,000,000
Elevator Entrances	\$10,000,000

<u>Trade Classification</u>	<u>Per Occurrence and General Aggregate Combined Single Limit</u>
Elevators	\$10,000,000
Excavation & Foundation	\$10,000,000
Fireplaces	\$ 2,000,000
Food Service Equipment	\$ 2,000,000
Glass & Glazing	\$10,000,000
Granite Façade	\$10,000,000
Hoists	\$25,000,000
HVAC	\$10,000,000
Landscaping	\$ 5,000,000
Lath & Plaster	\$ 3,000,000
Lobby Finishes	\$ 3,000,000
Lockers	\$ 2,000,000
Louvers	\$ 3,000,000
Masonry	\$10,000,000
Mirrors	\$ 3,000,000
Miscellaneous Iron	\$10,000,000
Ornamental Metals	\$ 5,000,000
Painting & Finishing	\$ 2,000,000
Piling	\$10,000,000
Plumbing	\$10,000,000
Progress Photographs	\$ 2,000,000
Refuse Chute (Construction)	\$10,000,000
Resilient Flooring	\$ 2,000,000
Roll-Up Doors	\$ 3,000,000
Roofing, Waterproofing & Sheetmetal	\$10,000,000
Rubbish Removal (Construction)	\$ 5,000,000
Scaffolds	\$20,000,000
Security Guard Service	\$ 3,000,000
Shower Doors	\$ 3,000,000
Sidewalk Bridges	\$20,000,000
Signs & Graphics (Exterior)	\$10,000,000
Signs & Graphics (Interior)	\$ 5,000,000
Site Improvements	\$ 5,000,000
Skylights	\$10,000,000
Spray Fireproofing	\$10,000,000

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<u>Trade Classification</u>	<u>Per Occurrence and General Aggregate Combined Single Limit</u>
Sprinkler System	\$10,000,000
Stonework (Granite & Marble)	\$10,000,000
Storefronts	\$10,000,000
Structural Steel	\$20,000,000
Stucco (Exterior)	\$10,000,000
Surveying	\$ 2,000,000
Swimming Pools	\$ 5,000,000
Tennis Courts	\$ 3,000,000
Test Boring	\$ 5,000,000
Testing & Inspection	\$ 2,000,000
Toilet Partitions	\$ 2,000,000
Trash Chute (Compactor)	\$ 5,000,000
Trash Compactor	\$ 2,000,000
Venetian Blinds	\$ 3,000,000
Waterproofing & Dampproofing	\$10,000,000
Window Washing Equipment	\$10,000,000
Windows	\$10,000,000
Wood Flooring	\$ 2,000,000

INTERIOR FITOUT/TECHNOLOGIES

<u>Trade Classification</u>	<u>Per Occurrence and General Aggregate Combined Single Limit</u>
Acoustical Ceiling	\$ 1,000,000
Aluminum Windows	\$ 3,000,000
Balcony Railings	\$ 5,000,000
Carpeting	\$ 1,000,000
Carpentry, Millwork, etc.	\$ 2,000,000
Caulking & Sealing	\$ 1,000,000
Ceramic Tile	\$ 1,000,000
Concrete Work	\$ 3,000,000
Cranes	\$25,000,000
Demolition	\$ 5,000,000
Drywall	\$ 2,000,000
Electrical	\$ 3,000,000

<u>Trade Classification</u>	<u>Per Occurrence and General Aggregate Combined Single Limit.</u>
Elevators	\$ 5,000,000
Façade Cleaning	\$ 5,000,000
General Contractor	\$10,000,000
Glass & Glazing	\$ 3,000,000
Hoists	\$25,000,000
HVAC	\$ 3,000,000
Lath & Plaster	\$ 2,000,000
Lockers	\$ 1,000,000
Masonry/Stone	\$ 3,000,000
Metal Toilet Partitions & Accessories	\$ 1,000,000
Ornamental Misc. Metals	\$ 2,000,000
Painting & Finishing	\$ 1,000,000
Plumbing	\$ 3,000,000
Resilient Flooring	\$ 1,000,000
Roofing & Sheet Metal	\$ 3,000,000
Scaffolding	\$20,000,000
Signs & Graphics	\$ 1,000,000
Sprayed Fireproofing	\$ 2,000,000
Sprinkler System	\$ 3,000,000
Structural Steel	\$ 5,000,000
Waterproofing	\$ 1,000,000

SCHEDULE 8.02APPLICATION FOR PAYMENT AND SWORN STATEMENT
FOR CONSTRUCTION CONTRACTOR AND SUBCONTRACTOR TO OWNER

Project Name: _____

Payment Application: _____

Architect/Engineer: _____

Contract No: _____

Construction Contractor: _____

Project No: _____

Period from/to: ____/____/____ to ____/____/____

Change Orders Included: _____

Sample Format Only

CSI Master Format™ Division	Sub Heading	Owner's Cost Category	Original Contract Amount	Adj. Total Amount	% Work Completed	Total Retained	Prev. Paid	Net Amt. Now Due	Balance to Become Due
01000 General Conditions	(Construction Contractor's Name) See attached Schedule 8.01								
	Demolition	E01							
	Asbestos Abatement/Mgt.	E02							
	Elevator Operator (OT)	E03							
	Exterior ADA Modifications	C02							
02000 Sitework	(Sub-contractor's Name)								
	Site Construction	C06							
	Paving, Conc. Walks, Curbs, Walkways	C20							
	Landscaping, Planting and Sprinkler Systems	C21							
03000 Concrete		C02							
04000 Masonry		C02							
05000 Metals		C02							
06000 Wood & Plastics									
	Millwork	C12							
	Other Wood & Plastics	C02							
07000 Thermal & Moisture Protection									
	Thermal and Moisture Protection	C02							
	Roofing	C08							
08000									

Schedule 8.02 - 1

Single Project Construction Services Agreement 3/03/2003

006167

B-0380

Doors & Windows									
	Doors and Windows	C02							
	Entrances, Storefronts, Curtainwall	C03							
09000 Finishes									
	Interior Wall and Ceiling Construction	C02							
	Painting and Finishes	C02							
	Hard Flooring (Ceramic, Terrazzo, Granite, Hardwood)	C11							
	Carpet Removal and Disposal	E01							
	Floor Prep, Carpet, Vinyl Flooring and Vinyl Base (furnish & install)	F06							
10000 Specialties									
	Raised Flooring	C02							
	Signage	C10							
	Restroom Fixtures and Accessories	C14							
	Storage Shelving, Lockers, Demountable Partitions	F01							
	Miscellaneous Specialties	C02							
11000 Equipment									
	A/V Equipment, Sound Masking	F02							
	Safety Deposit Boxes, Vault	C15							
	Computer Equip.	F03							
	Non-Computer Equip.	F02							
12000 Furnishings									
	Furniture Purchase	F01							
	Furniture Reconfigure; Teardown or Move	E05							
	Interior Plants and Planters, Art	F01							
	Drapery and Blinds	F05							
13000 Special Const.									

Schedule 8.02 - 2

Single Project Construction Services Agreement 3/03/2003

006168

B-0381

	Special Purpose Rooms and Other Special Const.	C02							
	Security Access and Surveillance	C09							
	Fire Suppression, Detection and Alarm Systems	C17							
	ATM Enclosures	F04							
14000	Conveying Systems	C07							
15000	Mechanical	C05							
16000	Electrical								
	Electrical Power, Distribution and Lighting	C04							
	Telecom. and Data Equipment & Cabling	C16							
	Exterior Site Lighting	C22							
Fee		C02							

Amount of Original Contract: _____

Work Completed to Date: _____

Extras to Contract: _____

Total Retained: _____

Total Contract and Extras: _____

Net Amount Earned: _____

Credits to Contract: _____

Previously Paid: _____

Adjusted Total Contract: _____

Net Amount Due this Payment: _____

Schedule 8.02 - 3

Single Project Construction Services Agreement 3/03/2003

006169

B-0382

APPLICATION FOR PAYMENT AND SWORN STATEMENT
FOR CONSTRUCTION CONTRACTOR AND SUBCONTRACTOR TO OWNER
(CONTINUED)

The undersigned, _____, being first duly sworn on oath and says

that he is President of _____, Contractors for

(Project Title) _____

(Project Address) _____

(Agent) _____

That for the purposes of this work the foregoing order have been placed and the foregoing parties subcontracted with and these have furnished materials or have provided labor, or both, for said project.

That the amount of such order or subcontract is as stated above and that there is due and to become due them respectively, the amounts set opposite their names for materials or labor or both.

That this statement is made in compliance with to statutes relating to Mechanics Liens and for the purpose of procuring from Owner FINAL/PARTIAL payment in accordance with the terms of the contract and is a full, true and complete statement, of all parties furnishing labor and/or material, and of amounts paid, due and to become due them.

Subscribed and sworn to before me
this ____ day of _____, ____.

Notary Public

Construction Contractor:

By: _____
Name: _____
Title: _____

SCHEDULE 8.06

CERTIFICATE OF SUBSTANTIAL COMPLETION

Date of Issuance: _____

Project Name: _____	Description: _____
Work Location (s): _____	_____
Architect/Engineer: _____	_____
Construction Contractor's Representative: _____	Phone: _____
Owner's Project Manager: _____	Phone: _____
Contractor Contract No: _____	Date: _____
Original Punch List Date: _____	Previous Revision Date _____

TO: (Owner)

DESIGNATED PORTION OF THE PROJECT SHALL INCLUDE: [add description of designated portion]

The work comprising the above designated portion of the project performed under the Contract Documents has been reviewed and is hereby found to be substantially complete. The Date of Substantial Completion of said Work is hereby established as _____.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of said Work is the date certified by the Architect/Engineer when construction is sufficiently complete in accordance with the Contract Documents so Owner can occupy and utilize beneficially said work for the use for which it is intended.

PUNCH LIST

A Punch List of items to be completed, corrected or delivered, initially prepared by Construction Contractor and revised by the Architect/Engineer and verified or amended by _____ as appropriate, is attached hereto as Appendix 1. The failure to include any items on such list does not alter the responsibility of Construction Contractor to complete all work in accordance with the Contract Documents. The date of the commencement of warranties for said work and for the items on the attached Punch List will be the date Construction Contractor receives final payment under and in accordance with the Contract Documents.

ARCHITECT/ENGINEER

BY: _____

DATE: _____

Construction Contractor will complete or correct the work and deliver all items in accordance with the requirements of said Punch List within _____ () days from the Date of Substantial Completion.

CONSTRUCTION CONTRACTOR

BY: _____

DATE: _____

Schedule 8.06 - 1

Single Project Construction Services Agreement 3/03/2003

006171

B-0384

SCHEDULE 10.02

CHANGE ORDER FORM

Date: _____ Change Order No. _____
 (Consecutively Numbered)
 Contract No.: _____ Project No.: _____
 Location (Building/Floor): _____

CONTRACT CHANGE ORDER

Gentlemen: In accordance with this change we hereby adjust your contract as follows:

Original Contract Amount	\$ _____
Previous Contract Amount	\$ _____
Add for this Change	\$ _____
Deduct for this Change	\$ _____
Adjusted Contract Amount	\$ _____

Proceed with this work immediately.

The basis of this adjustment is _____ (Describe) _____

(Examples)

Proposed Change Order(s) dated MM/DD/YY (List) with corresponding backup.

Bulletin Number(s) dated MM/DD/YY (List) with corresponding backup.

Construction Field Order(s) dated MM/DD/YY (List) with corresponding backup.

Backup shall include detailed breakdown by Construction Contractor and all sub contractors.

Verify Hourly Rates and Unit Prices per Project Agreement (if established).

Review Change Order Values with Prime Architect/Engineer's Budget estimate for proposed change(s).

If Time & Material Change Order, ALL signed time tickets (signed by designated representatives of the Electrical Trade Manager and Construction Manager and Owner's Project Manager) only will be accepted.

Change Orders may represent change in TIME as well as COST and must be taken into consideration during review and approval.

(Approvals)

Construction Contractor _____

Authorized/Designated Representative Print Company's
and Signer's Name below

Owner _____

Signed By Owner's Project Manager (Authorized Signer
for Invoices)

Customer _____

Authorized (User signature level for total of
ADD/DEDUCT creating the adjustment of this Change
Order providing that the total is within the Project's
approved budget.

If tenant related, Authorized Signature must Owner's
Records for Client's Cost Center Print Authorized
Signer's Name and Title Below Line. Add Lines if
hierarchy of signing authority is required.



<pcreedon@creedoncontrols.com>

06/14/2004 05:33 PM

To: <paulangerame@forestelectric.net>
CC:
Subject: Contract Addendum

Paul - as promised, attached please find the proposed revisions to the contract.
Regards,
Pat



CoverLetterAddendum2357A.d ContractAddendum2357A.d

FE 003545

B-0387

Creedon Controls Inc.
Electrical Contractors

3424 Old Capitol Trail
Wilmington, Delaware 19808
Telephone (302) 892-2000
Fax (302) 892-2002
www.creedoncontrols.com

June 14, 2004

Mr. Paul Angerame, Vice President
Forest Electric Corp.
4001 Governor Printz Boulevard
Wilmington, DE 19802

Reference: Single Project Construction Services Agreement
Contract No. 6B Addendum 1

Dear Paul:

Enclosed is a document that we identified as Addendum 1, which we prepared in the course of our review of the contract that was presented to us most recently for our review.

Addendum 1 is provided for your review and inclusion in the referenced contract for execution.

The Addendum includes three columns. The first column is a number for reference only. The second column provides the contract location; this is for navigating the document to the appropriate place for the modification. The final column, Action/Description of the Action is the modification contemplated.

The third column is prepared to reflect one operation for each reference number to keep it as simple as possible; two or even three reference items may be required to effect one complete change on the document. Most of the addendum volume is reference, navigation and action; the modifications are not voluminous.

The modifications presently reflect mostly the manner in which the project was conceived at bid time, the manner in which it was conducted to date, resolving inconsistencies or other issues worthy of modification.

We will be prepared to execute the contract upon your acceptance of Addendum 1 for inclusion.

Please contact us if you have any questions.

Very truly yours,



Patricia Creedon
President

FE 003546

B-0388

SINGLE PROJECT CONSTRUCTION SERVICES AGREEMENT
CONTRACT NO. 6B
BANK ONE CORE DATA CENTER #2
ADDENDUM 1

<u>No.</u>	<u>Contract Location</u>	<u>Action/Description of Action</u>
1	First page, last paragraph, first sentence	Change: "between Electrical Trade Manager and Construction Contractor." to "between Banc One Building Corporation, Electrical Trade Manager, Agent, and Construction Contractor."
2	First page, last paragraph, second sentence	Change: "modifications issued after" to "prior to start of Project Work and"
3	Second page, Paragraph 2, second line	Add after: " <u>Exhibit C</u> hereto", "to the extent that these Documents relate directly to the Work of the Construction Contractor, and were used as the basis of Construction Contractors bid."
4	Second page, Paragraph 4, second line	Replace: "/will not-(strike through one)" with "not"
5	Second page, Paragraph 5, fifth line	Add after: "Contract Documents", "used as the basis of the Construction Contractor's bid,"
6	Second page, Paragraph 6	Add after: If to Construction Contractor, addressed to:" (followed by Creedon Controls, Inc. address), Attention: "Patricia Creedon"
7	Page three of the Agreement, at the end of the second paragraph	Add a sentence at the end of the second paragraph following "attached hereto.", "Further the parties to this Agreement attach and make Addendum 1 a part of the Single Project Construction Services Agreement."
8	Page three of the Agreement after Item 7.	Add: Arbitration Clause for resolution of disputes during the project and at its conclusion. Language to follow.
9	List of Exhibits	Delete: "EXHIBIT F" and "EXHIBIT H"
10	<u>EXHIBIT A</u>	Add as the first paragraph: "The original schedule provided with RFP6B data date and run date, September 15, 2003, used as the basis of Construction Contractor's bid is incorporated herein."
11	<u>EXHIBIT A</u>	Add before: "Project Completion Date", For the purpose of liquidated damages, if any, in Paragraph 4 of this agreement the project completion date is September 15, 2004.
12	<u>EXHIBIT B</u>	Delete Note, add: "The schedule of values is the initial schedule of values submitted for this project utilizing G703. There is no anticipated draw schedule for this project. Payment shall be made in accordance with section and anticipated draw schedule is as follows."
13	<u>EXHIBIT C</u>	Substitute for the word "thereafter", "prior to the preparation of the Construction Contractor's bid and used as the basis of this bid."

SINGLE PROJECT CONSTRUCTION SERVICES AGREEMENTCONTRACT NO. 6BBANK ONE CORE DATA CENTER #2ADDENDUM 1

14	<u>EXHIBIT C</u> <u>List of Drawings</u>	The basis of the Construction Contractor's Lighting and Power bid are all or part of drawings: E001 through E102, E202-B, E203, E204, E401-E, E401-F, E501, E502-A, E502-B, E503, E505-A, E505-B, E506, E603 and E605; all other Electrical Drawings are for location or information reference only. Mechanical drawings used for damper and exhaust fan power only include: M101, M102, M305 and M306. No other drawings including civil, landscape, architectural, structural, plumbing, fire protection and security, fuel oil are included in the Construction Contractor's scope and would be used for location reference or information only. <i>Note: Drawing list cuts off drawing designations at bottom of the pages. New complete set of pages (8 pages) required for review.</i>
15	<u>EXHIBIT C</u> <u>Specifications</u>	The basis of the Construction Contractor's Lighting and Power bid are all or part of specifications: Divisions 1, General Requirements; Division 15, Mechanical 15170H, 15832H, 15835H and 15850H only; Division 16 Electrical 16050 through 16120, 16130 through 16145, 16415, 16425, 16452, 16461, 16470, 16475, 16476, 16511, 16521 and 16997.
16	<u>EXHIBIT D</u>	Add after the site address a new paragraph: "This is the site address. It does not reflect the actual work areas within this site that are covered by the scope of the Construction Contractor's Work."
17	<u>EXHIBIT E</u>	Change Paragraph 1: "15%" to "20%".
18	<u>EXHIBIT E</u>	Change Paragraph 2: "6%" to "10%".
19	<u>EXHIBIT E</u>	Change Paragraph 3: "15%" to "10%". Note this is computed at one-half the add rate.
20	<u>EXHIBIT E</u>	Change Paragraph 4: "6%" to "3%". Note this is computed at one-half the add rate.
21	<u>EXHIBIT E</u>	Add a new paragraph unnumbered after paragraph 4: "On-site Costs" shall be defined as all costs required to complete the Work, whether performed on-site or off-site including equipment, material, labor, subcontract, warehousing, delivery from supplier/shop, storage/staging, administrative support, supervision and related costs to the extent utilized by this project.
22	<u>EXHIBIT F</u>	Delete in its entirety
23	<u>EXHIBIT G, Article 1. Work, Section 1.01, third line</u>	Add after: "plans and specifications", "used as the basis of the Construction Contractor's bid"
24	<u>EXHIBIT G, Article 1. Work, Section 1.01, fourth line</u>	Add after: "design process", as provided to the Construction Contractor prior to the Construction Contractor's bid and used as the basis of that bid."

SINGLE PROJECT CONSTRUCTION SERVICES AGREEMENT
CONTRACT NO. 6B
BANK ONE CORE DATA CENTER #2
ADDENDUM 1

25	<u>EXHIBIT G, Article 1. Work,</u> <u>Section 1.01, seventh line</u>	Add after: "design process", as provided to the Construction Contractor prior to the Construction Contractor's bid and used as the basis of that bid."
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SINGLE PROJECT CONSTRUCTION SERVICES AGREEMENT**CONTRACT NO. 6B****BANK ONE CORE DATA CENTER #2****ADDENDUM 1**

26	<u>EXHIBIT G, Article 1. Work, Section 1.01, sixteenth line</u>	Add after: "govern and prevail", if such Document imposing the greater obligation or limitation on the Construction Contractor was relied upon at bid time by the Construction Contractor."
27	<u>EXHIBIT G, Article 1. Work, Section 1.01, nineteenth line</u>	Add after: "design process", as provided to the Construction Contractor prior to the Construction Contractor's bid and used as the basis of that bid."
28	<u>EXHIBIT G, Article 1. Work, Section 1.01, twentieth line</u>	Add before: "as being part of", if such Documents were relied upon at bid time by the Construction Contractor and shall be part of the scope of the Work at no additional cost to Owner."
29	<u>EXHIBIT G, Article 1. Work, Section 1.01, Twentieth line and the first seven words of the Twenty-first line</u>	Delete
30	<u>EXHIBIT G, Article 1. Work, Section 1.01, ninth line from the end of this section</u>	Replace: "thorough understanding" with "reasonable understanding, as an electrical contractor and not as an engineer involved in the design process,"
31	<u>EXHIBIT G, Article 1. Work, Section 1.01, eighth line from the end of this section</u>	Add after: "Exhibit C", "to the extent that these Documents relate directly to the Work of the Construction Contractor, and were used as the basis of Construction Contractors bid."
32	<u>EXHIBIT G, Article 1. Work, Section 1.01, sixth line from the end of this section</u>	Add after the second word of the sixth line: "Construction Contractor", " or by constructive change"
33	<u>EXHIBIT G, Article 1. Work, Section 1.01, sixth line from the end of this section</u>	Add after the fourth word of the original sixth line: "Construction Contractor", "to the extent that can be reasonably expected by the Construction Contractor participating in a Lump Sum Contract"
34	<u>EXHIBIT G, Article 1. Work, Section 1.02, end of section</u>	Add after the word: "approval", "to the extent that such information is not generally known or could be known by persons participating in the construction industry"
35	<u>EXHIBIT G, Article 1. Work, Section 1.03, end of section</u>	Add after the word: "oral", "through the start of the Work of the Construction Contractor"
36	<u>EXHIBIT G, Article 2. Work, Section 2.01, end of section</u>	Add after the word: "Contractor", "using ample references for this purpose provided by the Owner.
37	<u>EXHIBIT G, Article 2. Work, Section 2.05, end of section</u>	Add a new sentence: "Owner shall compensate Construction Contractor to the extent that such access damages the Construction Contractor."
38	<u>EXHIBIT G, Article 3. Work, Section 3.01, first sentence of section</u>	Delete the first sentence of this section.
39	<u>EXHIBIT G, Article 3. Work, Section 3.02, third and fourth line</u>	Delete: "in the Contract Documents".

SINGLE PROJECT CONSTRUCTION SERVICES AGREEMENT
CONTRACT NO. 6B
BANK ONE CORE DATA CENTER #2
ADDENDUM 1

40	<u>EXHIBIT G, Article 3. Work, Section 3.02, third line</u>	Add After: "contemplated", "by the Construction Contractor as the basis of the bid utilizing the documents provided at that time"
41	<u>EXHIBIT G, Article 3. Work, Section 3.02, fifth line</u>	Replace: "all" with "generally,"
42	<u>EXHIBIT G, Article 3. Work, Section 3.02, fifth line</u>	Replace: "fully" with "reasonably"
43	<u>EXHIBIT G, Article 3. Work, Section 3.03, first line</u>	Add after: "superintendent", "(All reference to the Construction Contractors project superintendent in this contract shall mean Project Manager.)"
44	<u>EXHIBIT G, Article 3. Work, Section 3.03, first line</u>	Replace: "superintendent" with "manager"
45	<u>EXHIBIT G, Article 3. Work, Section 3.03, eleventh line</u>	Add after: "Contractor", "as long as a copy is sent to the Construction Contractor by facsimile at the office identified in Item #6 of the Agreement."
46	<u>EXHIBIT G, Article 3. Work, Section 3.03, eighteenth line</u>	Add after: "by Owner", "which approval shall not be unreasonably withheld"
47	<u>EXHIBIT G, Article 3. Work, Section 3.03, line four from the end of this section</u>	Add after the last word: "Owner", "for just and adequate cause,"
48	<u>EXHIBIT G, Article 3. Work, Section 3.03, last line end of this section</u>	Delete after: "Contractor are", "also listed in the Agreement"
49	<u>EXHIBIT G, Article 3. Work, Section 3.03, last line end of this section</u>	Add after: "Contractor are", "Patricia Creedon, President, Kristin Cerase, Acting Secretary and Charles Doble, Project Manager"
50	<u>EXHIBIT G, Article 3. Work, Section 3.04 (b), second line</u>	Delete: "solely"
51	<u>EXHIBIT G, Article 3. Work, Section 3.04 (b), second line</u>	Add after: "procedures and for", "participating in"
52	<u>EXHIBIT G, Article 3. Work, Section 3.04 (b), second line</u>	Add after: "Work", "to the extent this responsibility is not limited by the Owner, Owner's representatives and their subcontractors"
53	<u>EXHIBIT G, Article 3. Work, Section 3.07 (a), line one</u>	Change the first sentence as follows: "The Contract Sum is based on the Completion Schedule attached to RFP6B, which was used as the basis of Construction Contractor's bid. Said schedule may be modified by mutual agreement between the parties to this agreement, and such modified schedule shall be called the "Completion Schedule"
54	<u>EXHIBIT G, Article 3. Work, Section 3.07 (a), line three</u>	Add at the end of this section after the word: "Schedule", "other than that negotiated at the time of the mutually agreed upon schedule changes"

SINGLE PROJECT CONSTRUCTION SERVICES AGREEMENTCONTRACT NO. 6BBANK ONE CORE DATA CENTER #2ADDENDUM 1

55	<u>EXHIBIT G, Article 3. Work, Section 3.07 (b), line two</u>	Change the seventh word: "the", to "any current mutually agreed upon"
56	<u>EXHIBIT G, Article 3. Work, Section 3.07 (b) (i), line five</u>	Add after: "Agreement", "or in the absence thereof, a rate including all costs associated with the labor required plus a mark-up of twenty (20) percent"
57	<u>EXHIBIT G, Article 3. Work, Section 3.07 (b) (ii), end of this part</u>	Add after: "Agreement", "or in their absence thereof, a rate including all costs associated with the labor required plus a mark-up of twenty (20) percent"
58	<u>EXHIBIT G, Article 3. Work, Section 3.08 (b) (i), seventh line</u>	Change: "three" to "two"
59	<u>EXHIBIT G, Article 3. Work, Section 3.08 (b), fifth line from end of this part</u>	Delete entire sentence between: "specified" and "Notwithstanding"
60	<u>EXHIBIT G, Article 3. Work, Section 3.14, third line from end of this part</u>	Add after "designate", "(and compensate the Construction Contractor if more costly)"
61	<u>EXHIBIT G, Article 3. Work, Section 3.15, first sentence</u>	Add after: "Construction Contractor", ", unless specified by Owner,"
62	<u>EXHIBIT G, Article 3. Work, Section 3.16 (a), line six to line seven</u>	Delete: "Construction Contractor's" through "damages because of"
63	<u>EXHIBIT G, Article 3. Work, Section 3.16 (a), line ten to line thirteen</u>	Delete: "or sustained" through "imputed to the Indemnities, or any of them"
64	<u>EXHIBIT G, Article 3. Work, Section 3.16 (a), line eighteen</u>	Add after: "used", "by Construction Contractor"
65	<u>EXHIBIT G, Article 3. Work, Section 3.16 (a), line twenty-one</u>	Add after: "other persons or entities", "to the extent caused by Construction Contractor."
66	<u>EXHIBIT G, Article 3. Work, Section 3.16 (a), line twenty-one one to end of section</u>	Delete: "whether based upon" through "infringement of similar rights."
67	<u>EXHIBIT G, Article 3. Work, Section 3.17</u>	Replace with: "Construction Contractor will keep for a period of two (2) years from Substantial Completion of Construction Contractor's Work, complete and detailed records in the normal manner maintained by the Construction Contractor in the normal course of business for such work. The obligation of the Construction Contractor to give information and assistance shall be at Owner's expense and shall not obligate Construction Contractor to incur any expense or liability."
68	<u>EXHIBIT G, Article 3. Work, Section 3.18, line two</u>	Add after: "anyone", "except representatives of the Construction Contractor"

SINGLE PROJECT CONSTRUCTION SERVICES AGREEMENT
CONTRACT NO. 6B
BANK ONE CORE DATA CENTER #2
ADDENDUM 1

69	<u>EXHIBIT G, Article 3. Work,</u> <u>Section 3.20, at end of section</u>	Add after: "parts of the Work.", "Construction Contractor shall add twenty (20) percent to all Allowance costs referenced in this section as part of the Allowance, i.e. cost to Owner."
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SINGLE PROJECT CONSTRUCTION SERVICES AGREEMENT
CONTRACT NO. 6B
BANK ONE CORE DATA CENTER #2
ADDENDUM 1

70	<u>EXHIBIT G, Article 3. Work, Section 3.22, at end of line six</u>	Add after: "Contract Documents.", "Lapse of coverage under this section due to Owner or Owner's representatives shall void Construction Contractor's obligations to the Owner in the Hold Harmless Provisions of this Agreement and make Owner responsible to the Construction Contractor in the Hold Harmless provisions in this Agreement to the same extent as that originally required of the Construction Contractor."
71	<u>EXHIBIT G, Article 4. Work, Section 4.01, fifth line</u>	Replace ; "three (3)" with "two (2)"
72	<u>EXHIBIT G, Article 4. Work, Section 4.01, last line at end</u>	Add: "Construction Contractor has the right to refuse to work with any subcontractor proposed by the Owner."
73	<u>EXHIBIT G, Article 4. Work, Section 4.02, sixth line</u>	Add after: "Owner", "if not time consuming and overly burdensome to the Construction Contractor and the proposed persons or entities for such portion of work"
74	<u>EXHIBIT G, Article 4. Work, Section 4.02, tenth line at end</u>	Replace after ; "shall not unreasonably" with "may"
75	<u>EXHIBIT G, Article 6. Work, Section 6.02, fifth line</u>	Add after: ""granted or", "reasonably"
76	<u>EXHIBIT G, Article 6. Work, Section 6.02, seventh through ninth line</u>	Delete last sentence from: "Owner" through "under the Contract."
77	<u>EXHIBIT G, Article 6. Work, Section 6.03, second line</u>	Delete after: "(i)", "intended for Construction Contractor,"
78	<u>EXHIBIT G, Article 6. Work, Section 6.03, third line</u>	Add after: "in person to", "Owner or "
79	<u>EXHIBIT G, Article 6. Work, Section 6.03, third line</u>	Add after: "superintendent", "or project manager respectively"
80	<u>EXHIBIT G, Article 6. Work, Section 6.03, fifth line</u>	Add after: "holiday", "or Saturday or followed by a holiday or Saturday"
81	<u>EXHIBIT G, Article 6. Work, Section 6.03, fifth line</u>	Replace; "to such" with "by"
82	<u>EXHIBIT G, Article 6. Work, Section 6.03, fifth and sixth line</u>	Delete: "in sufficient time for next day delivery"
83	<u>EXHIBIT G, Article 6. Work, Section 6.04, seventh line</u>	Delete: "together" through "thereunder"
84	<u>EXHIBIT G, Article 6. Work, Section 6.04, ninth</u>	Add after: "whole", "to the extent of the bond as currently issued"
85	<u>EXHIBIT G, Article 6. Work, Section 6.04, thirteenth line</u>	Add after: "increased", "unless a modification of any provision of any Contract Document a change in contract time, Contract Sum or condition of payment objectionable to the bonding company"

SINGLE PROJECT CONSTRUCTION SERVICES AGREEMENT
CONTRACT NO. 6B
BANK ONE CORE DATA CENTER #2
ADDENDUM 1

86	<u>EXHIBIT G, Article 6. Work, Section 6.06</u>	Delete in its entirety.
87	<u>EXHIBIT G, Article 6. Work, Section 6.07, last line</u>	Add after: "herein", "if copies of such documents included by reference were submitted to Construction Contractor for review and approval in advance of Contact execution"
88	<u>EXHIBIT G, Article 6. Work, Section 6.09, first line</u>	Add after: "Contractor", "except failure of Owner to make timely payments or provide timely information required to perform the Work" <i>Do not type: This paragraph appears to preclude Owner withholding timely payments.</i>
89	<u>EXHIBIT G, Article 6. Work, Section 6.11</u>	Delete in its entirety.
90	<u>EXHIBIT G, Article 7. Work, Section 7.01, fifth line</u>	Delete after: "disputes", the entire parenthetical statement.
91	<u>EXHIBIT G, Article 7. Work, Section 7.01, seventh line</u>	Delete: "Owner may determine"
92	<u>EXHIBIT G, Article 7. Work, Section 7.01, seventh line</u>	Add after: "for such time as", "is mutually determined"
93	<u>EXHIBIT G, Article 7. Work, Section 7.01, ninth line</u>	Add after: "aforesaid", " and any related or consequential causes"
94	<u>EXHIBIT G, Article 7. Work, Section 7.01, twelfth line</u>	Delete: "Within" through "Schedule,"
95	<u>EXHIBIT G, Article 7. Work, Section 7.02</u>	Delete in its entirety.
96	<u>EXHIBIT G, Article 8. Work, Section 8.01, second line</u>	Delete: "and Anticipated Draw Schedule"
97	<u>EXHIBIT G, Article 8. Work, Section 8.01, third line</u>	Delete: "each month"
98	<u>EXHIBIT G, Article 8. Work, Section 8.01, sixth line</u>	Replace: "at Owner's request", with "by change order executed by Owner and Construction Contractor"
99	<u>EXHIBIT G, Article 8. Work, Section 8.02, ninth line</u>	Add after: "Schedule 8.02", " , AIA Application for Payment format,"
100	<u>EXHIBIT G, Article 8. Work, Section 8.02, thirteen line</u>	Replace: "requires" with "may require"
101	<u>EXHIBIT G, Article 8. Work, Section 8.02, sixteenth line</u>	Add after: "payment", " , if Owner has a substantial reason to believe that Construction Contractor's subcontractors and materialmen have not been paid"
102	<u>EXHIBIT G, Article 8. Work, Section 8.02, twentieth line</u>	Add after: "satisfied", " , if Owner has a substantial reason to believe that Construction Contractor's subcontractors and materialmen have not been paid"

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103	<u>EXHIBIT G, Article 8. Work, Section 8.02, twenty-second line</u>	Add after: "payment", ", if Owner has a substantial reason to believe that Construction Contractor's subcontractors and materialmen have not been paid"
104	<u>EXHIBIT G, Article 8. Work, Section 8.02, twenty-third line</u>	Add after: "Contractor", ", to the extent that such payments and credits are mutually agreed upon"
105	<u>EXHIBIT G, Article 8. Work, Section 8.02, twenty-seventh line</u>	Replace: "cost" with "amount earned in accordance with the Application for Payment"
106	<u>EXHIBIT G, Article 8. Work, Section 8.02, twenty-ninth through thirty-fifth line</u>	Delete from: "Unless otherwise" to the end of this section.
107	<u>EXHIBIT G, Article 8. Work, Section 8.03, first line</u>	Replace: "30" with "five (5)"
108	<u>EXHIBIT G, Article 8. Work, Section 8.03, second line</u>	Add after "Owner", "reasonably"
109	<u>EXHIBIT G, Article 8. Work, Section 8.03, third line</u>	Add after: "due", "within thirty days of submission by Construction Contractor to Owner"
110	<u>EXHIBIT G, Article 8. Work, Section 8.03, fourth line</u>	Add after: "payment.", "Owner may withhold no amount in excess of the reasonably disputed amount portion."
111	<u>EXHIBIT G, Article 8. Work, Section 8.03, fourth line</u>	Add before: "Construction Contractor", "Construction Contractor shall receive payment for the full amount due no later than thirty (30) days from the original submission date of the Application for Payment."
112	<u>EXHIBIT G, Article 8. Work, Section 8.03, end of section</u>	Add after: "entitled", "to the extent that Owner approved a sufficient amount to make such payments"
113	<u>EXHIBIT G, Article 8. Work, Section 8.04, second line</u>	Add after: "filed", "to the extent of the disputed amount only"
114	<u>EXHIBIT G, Article 8. Work, Section 8.04, second line</u>	Add after "(d)", "substantiated"
115	<u>EXHIBIT G, Article 8. Work, Section 8.04, seventh/last line</u>	Add after: "cured", "only to the extent of the reasonable value that can be assigned to such breach"
116	<u>EXHIBIT G, Article 8. Work, Section 8.05, second line</u>	Replace: "the Work is finally complete" with "the project is determined to be fifty percent complete at which time the retained balance shall be reduced to fifty percent of the Contract Sum at such time retainage shall continue at five (5) percent"
117	<u>EXHIBIT G, Article 8. Work, Section 8.06, third line</u>	Add after: "do not", "materially"
118	<u>EXHIBIT G, Article 8. Work, Section 8.06, tenth line</u>	Add after: "authorities", "or the Construction Contractor's work is not an impediment to the issuance of such certificate of occupancy"
119	<u>EXHIBIT G, Article 8. Work, Section 8.08, eighth line</u>	Delete: "The acceptance" through "still unsettled"

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120	<u>EXHIBIT G, Article 8. Work,</u> <u>Section 8.09 (a), fifth line</u>	Replace: "accepts (in writing) such responsibility" with "occupies or permits the Work to be occupied by others or at substantial completion, which ever comes first"
121	<u>EXHIBIT G, Article 9. Work,</u> <u>Section 9.02, fourth line</u>	Add after: "risks", "directly related to the work"
122	<u>EXHIBIT G, Article 9. Work,</u> <u>Section 9.02, sixth line</u>	Add after: "watchmen", "related only to the Work"

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123	<u>EXHIBIT G, Article 9. Work, Section 9.02, seventh line</u>	Add after: "barricades", "directly related to the Work"
124	<u>EXHIBIT G, Article 9. Work, Section 9.02, eleventh line</u>	Delete: "; not less than a nine (9) pound halon fire extinguisher shall be provided."
125	<u>EXHIBIT G, Article 9. Work, Section 9.02, last line</u>	Delete: "; however, Owner" through " watchmen"
126	<u>EXHIBIT G, Article 10. Work, Section 10.03.01 (a), fourth line</u>	Delete: "by cost code"
127	<u>EXHIBIT G, Article 10. Work, Section 10.03.01 (a) (i), fourth line</u>	Delete: "Construction Contractor and"
128	<u>EXHIBIT G, Article 10. Work, Section 10.03.01 (a) (i), fourth line</u>	Delete after: "fee(s)", "include"
129	<u>EXHIBIT G, Article 10. Work, Section 10.03.01 (a) (i), fourth line</u>	Add after: "fee(s)", "which shall be adjusted to be adequate enough to cover"
130	<u>EXHIBIT G, Article 10. Work, Section 10.03.01 (a) (i), sixth line</u>	Delete: "Construction Contractor and"
131	<u>EXHIBIT G, Article 10. Work, Section 10.03.01 (a) (i), sixth through tenth line</u>	Delete after "Construction Contractor", "understands that" through "furnished to subcontractor."
132	<u>EXHIBIT G, Article 10. Work, Section 10.03.01 (a) (i), sixth line</u>	Add after: "Construction Contractor", "shall add a percentage fee of ten (10) percent to cover Construction Manager's mark-up on subcontractor's lump-sum estimate for additional work, plus any additional amount marked-up for overhead and profit at twenty (20) percent to cover Construction Contractor's cost for work performed by Construction Contractor's own forces for layout, field supervision, small tools and related items.
133	<u>EXHIBIT G, Article 10. Work, Section 10.03.01 (a) (ii), fifth through seventh line, end of section</u>	Delete: "Construction Contractor shall" through "furnished to Construction Contractor."
134	<u>EXHIBIT G, Article 10. Work, Section 10.03.01 (a) (ii), fifth line</u>	Add after: "overhead, and profit.", "Any other costs related to owner furnished product, equipment or material other than unload, storage and staging for work shall be additional work and invoiced in accordance with Article 10.
135	<u>EXHIBIT G, Article 10. Work, Section 10.03.01 (b) (i), fifth line</u>	Delete: "Construction Contractor and"

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136	<u>EXHIBIT G, Article 10. Work, Section 10.03.01 (b) (i), fifth line</u>	Add after: "subcontractor", "and one-half of Construction Contractors mark-up on subcontractor's lump-sum estimate for additional work"
137	<u>EXHIBIT G, Article 10. Work, Section 10.03.01 (b) (ii), third line</u>	Add after: "plus", "one-half"
138	<u>EXHIBIT G, Article 10. Work, Section 10.03.02, third line</u>	Delete after: "applied to", "approved" through payrolls"
139	<u>EXHIBIT G, Article 10. Work, Section 10.03.02, third line</u>	Add after: "applied to", "all "on-site" costs"
140	<u>EXHIBIT G, Article 10. Work, Section 10.03.02, fourth line</u>	Replace: "ten (10)" with "thirty (30)"
141	<u>EXHIBIT G, Article 10. Work, Section 10.03.02, eighth line, end of section</u>	Add after: "information", "specifically requested by Owner that is not burdensome"
142	<u>EXHIBIT G, Article 10. Work, Section 10.03.03 (a), sixth and seventh line</u>	Delete: "Construction Contractor shall" through "furnished to Construction Contractor."
143	<u>EXHIBIT G, Article 10. Work, Section 10.03.03 (a), sixth line</u>	Add after: "Order.", "Any other costs related to owner furnished product, equipment or material, other than unload, storage and staging for work shall be additional work and invoiced in accordance with Article 10. <i>DNT: Check general conditions and Section 3 to determine what should be excluded and charged directly.</i>
144	<u>EXHIBIT G, Article 10. Work, Section 10.03.03 (b), second line</u>	Replace: "supervision" through "expenses", with "costs not directly related to the conduct of the Work."
145	<u>EXHIBIT G, Article 10. Work, Section 10.05, fifth line</u>	Replace: "30" with "ten (10)".
146	<u>EXHIBIT G, Article 10. Work, Section 10.06, second line</u>	2.04 is a bad reference. 2.03 could be the reference, but only partially fits as worded. Could also be Article 12?
147	<u>EXHIBIT G, Article 10. Work, Section 10.06, seventh line</u>	Replace: "20 days" with "a reasonable amount of time considering nature of claim, events surrounding time of the event, such as schedule and directives from Owner or Owner's representative(s), but in no case less than up to thirty (30) days."
148	<u>EXHIBIT G, Article 10. Work, Section 10.06, eighth line</u>	Add after: "property,", "schedule driven requirements or Owner or Owner representative driven requirements,"
149	<u>EXHIBIT G, Article 10. Work, Section 10.06, eighth line</u>	Add after: "property", "in accordance with Section 9.03"
150	<u>EXHIBIT G, Article 10. Work, Section 10.06, eighth and ninth line</u>	Delete: ", in which case" through "through "9.03"

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151	<u>EXHIBIT G, Article 11. Work, Section 11.02 (a), first line</u>	Add after: "Owner's", "reasonable"
152	<u>EXHIBIT G, Article 12. Work, Section 12.01, eleventh line, at end of section</u>	Add after: "damages", "unless such termination was caused by breach of contract by Owner or Owner's representative(s)"
153	<u>EXHIBIT G, Article 12. Work, Section 12.02 (a), fourth line</u>	Add after: "termination", "and all costs associated with demobilization and reassignment of personal"
154	<u>EXHIBIT G, Article 12. Work, Section 12.02 (a), sixth line</u>	Add after: "provision", "except for commitments related to fabrication and fabrication materials and special orders and such other items that require a lead time commitment of time and material."
155	<u>EXHIBIT G, Article 12. Work, Section 12.02 (b), fifth line</u>	Add after: "materials", " , if manpower and material is the proper solution and there is agreement to properly compensate for such ,
156	<u>EXHIBIT G, Article 12. Work, Section 12.02 (b), eighth line</u>	Add after: "date", "reasonably and mutually"
157	<u>EXHIBIT G, Article 12. Work, Section 12.02 (b), eighth and ninth line</u>	Delete: "or a labor dispute" through "or similar actions"
158	<u>EXHIBIT G, Article 12. Work, Section 12.02 (b), tenth line</u>	Delete "without limitation,"
159	<u>EXHIBIT G, Article 12. Work, Section 12.02 (b), eighth and ninth line</u>	Add after: ""fails", " , exclusively through the fault of the Construction Contractor,"
160	<u>EXHIBIT G, Article 12. Work, Section 12.02 (b), fifteenth line</u>	Replace: "80" with "100"
161	<u>EXHIBIT G, Article 12. Work, Section 12.02 (b), nineteenth line</u>	Delete: "any further" through "finished."
162	<u>EXHIBIT G, Article 12. Work, Section 12.02 (b), nineteenth line</u>	Add after: "any payment in excess of the Sum due the Construction Contractor, less what is reasonably required to complete Construction Contractors Work."
163	<u>EXHIBIT G, Article 12. Work, Section 12.02 (b), nineteenth and twentieth line</u>	Delete: "plus leasing fees referred to in (ii) above"
164	<u>EXHIBIT G, Article 12. Work, Section 12.02 (b), twentieth line</u>	Add before: "expense", "direct"
165	<u>EXHIBIT G, Article 12. Work, Section 12.02 (b), twenty-first and twenty-second line</u>	Delete: "including compensation" through " default,"
166	<u>EXHIBIT G, Article 12. Work, Section 12.02 (b), twenty-second line</u>	Add before: "expense" "direct"

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167	<u>EXHIBIT G, Article 12. Work,</u> <u>Section 12.02 (b), twenty-second</u> <u>line</u>	Delete: "plus Owner's losses and damages"
168	<u>EXHIBIT H</u>	Delete in its entirety
169	<u>Schedule 8.02</u>	Delete in its entirety

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170	Schedule 8.02	Replace with: <u>"APPLICATION AND CERTIFICATE FOR PAYMENT AND CONTINUATION SHEET FOR CONSTRUCTION CONSTRUCTOR AND SUBCONTRACTOR TO OWNER</u> Use AIA Document G702-1992 and G703-1992 respectively.
171	Schedule 10.02	Replace with the actual document used on this project per owner's direction

Paul Angerame

08/04/2004 02:35 PM

To: Donna Lucas/Forest/EMCORGROUP@EMCORGROUP
cc:
Subject: Contract Addendum

These are the Creedon Contract issues for the record and for any comments you may have. At the time I informed Creedon that no changes would be accepted.

Paul Angerame
Forest Electric Corp.
An EMCOR Company
Wilmington Field Office
4001 Governor Printz Blvd.
Wilmington, DE 19801
P-302.762.3390
F-877.804.1319
C-917.807.3945

CONFIDENTIAL

— Forwarded by Paul Angerame/Forest/EMCORGROUP on 08/02/2004 05:00 PM —

<pcreedon@creedoncontrols.com>

06/14/2004 05:33 PM

To: <paulangerame@forestelectric.net>
cc:
Subject: Contract Addendum

Paul - as promised, attached please find the proposed revisions to the contract.
Regards,
Pat



CoverLetterAddendum2357A.d ContractAddendum2357A.d

FE 014207

B-0405

Creedon Controls Inc.
Electrical Contractors

3424 Old Capitol Trail
Wilmington, Delaware 19808
Telephone (302) 892-2000
Fax (302) 892-2002

WV

June 14, 2004

Mr. Paul Angerame, Vice President
Forest Electric Corp.
4001 Governor Printz Boulevard
Wilmington, DE 19802

CONFIDENTIAL

Reference: Single Project Construction Services Agreement
Contract No. 6B Addendum 1

Dear Paul:

Enclosed is a document that we identified as Addendum 1, which we prepared in the course of our review of the contract that was presented to us most recently for our review.

Addendum 1 is provided for your review and inclusion in the referenced contract for execution.

The Addendum includes three columns. The first column is a number for reference only. The second column provides the contract location; this is for navigating the document to the appropriate place for the modification. The final column, Action:/Description of the Action is the modification contemplated.

The third column is prepared to reflect one operation for each reference number to keep it as simple as possible; two or even three reference items may be required to effect one complete change on the document. Most of the addendum volume is reference, navigation and action; the modifications are not voluminous.

The modifications presently reflect mostly the manner in which the project was conceived at bid time, the manner in which it was conducted to date, resolving inconsistencies or other issues worthy of modification.

We will be prepared to execute the contract upon your acceptance of Addendum 1 for inclusion.

Please contact us if you have any questions.

Very truly yours,



Patricia Creedon
President

FE 014208

B-0406

SINGLE PROJECT CONSTRUCTION SERVICES AGREEMENT**CONTRACT NO. 6B****BANK ONE CORE DATA CENTER #2****ADDENDUM 1**

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No.	<u>Contract Location</u>	<u>Action:/Description of Action</u>
1	First page, last paragraph, first sentence	Change: "between Electrical Trade Manager and Construction Contractor." to "between Banc One Building Corporation, Electrical Trade Manager, Agent, and Construction Contractor."
2	First page, last paragraph, second sentence	Change: "modifications issued after" to "prior to start of Project Work and"
3	Second page, Paragraph 2, second line	Add after: " <u>Exhibit C</u> hereto", "to the extent that these Documents relate directly to the Work of the Construction Contractor, and were used as the basis of Construction Contractors bid."
4	Second page, Paragraph 4, second line	Replace: "/will not-(strike through one)" with "not"
5	Second page, Paragraph 5, fifth line	Add after: "Contract Documents", "used as the basis of the Construction Contractor's bid,"
6	Second page, Paragraph 6	Add after: If to Construction Contractor, addressed to:" (followed by Creedon Controls, Inc. address), Attention: "Patricia Creedon"
7	Page three of the Agreement, at the end of the second paragraph	Add a sentence at the end of the second paragraph following "attached hereto.", "Further the parties to this Agreement attach and make Addendum 1 a part of the Single Project Construction Services Agreement."
8	Page three of the Agreement after Item 7.	Add: Arbitration Clause for resolution of disputes during the project and at its conclusion. Language to follow.
9	List of Exhibits	Delete: "EXHIBIT F" and "EXHIBIT H"
10	<u>EXHIBIT A</u>	Add as the first paragraph: "The original schedule provided with RFP6B data date and run date, September 15, 2003, used as the basis of Construction Contractor's bid is incorporated herein."
11	<u>EXHIBIT A</u>	Add before: "Project Completion Date", For the purpose of liquidated damages, if any, in Paragraph 4 of this agreement the project completion date is September 15, 2004.
12	<u>EXHIBIT B</u>	Delete Note, add: "The schedule of values is the initial schedule of values submitted for this project utilizing G703. There is no anticipated draw schedule for this project. Payment shall be made in accordance with section and anticipated draw schedule is as follows:"
13	<u>EXHIBIT C</u>	Substitute for the word "thereafter", "prior to the preparation of the Construction Contractor's bid and used as the basis of this bid."

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FE 014209

SINGLE PROJECT CONSTRUCTION SERVICES AGREEMENT**CONTRACT NO. 6B****BANK ONE CORE DATA CENTER #2****ADDENDUM 1****CONFIDENTIAL**

14	<u>EXHIBIT C</u> <u>List of Drawings</u>	The basis of the Construction Contractor's Lighting and Power bid are all or part of drawings: E001 through E102, E202-B, E203, E204, E401-E, E401-F, E501, E502-A, E502-B, E503, E505-A, E505-B, E506, E603 and E605; all other Electrical Drawings are for location or information reference only. Mechanical drawings used for damper and exhaust fan power only include: M101, M102, M305 and M306. No other drawings including civil, landscape, architectural, structural, plumbing, fire protection and security, fuel oil are included in the Construction Contractor's scope and would be used for location reference or information only. <i>Note: Drawing list cuts off drawing designations at bottom of the pages. New complete set of pages (8 pages) required for review.</i>
15	<u>EXHIBIT C</u> <u>Specifications</u>	The basis of the Construction Contractor's Lighting and Power bid are all or part of specifications: Divisions 1, General Requirements; Division 15, Mechanical 15170H, 15832H, 15835H and 15850H only; Division 16 Electrical 16050 through 16120, 16130 through 16145, 16415, 16425, 16452, 16461, 16470, 16475, 16476, 16511, 16521 and 16997.
16	<u>EXHIBIT D</u>	Add after the site address a new paragraph: "This is the site address. It does not reflect the actual work areas within this site that are covered by the scope of the Construction Contractor's Work."
17	<u>EXHIBIT E</u>	Change Paragraph 1: "15%" to "20%".
18	<u>EXHIBIT E</u>	Change Paragraph 2: "6%" to "10%".
19	<u>EXHIBIT E</u>	Change Paragraph 3: "15%" to "10%". Note this is computed at one-half the add rate.
20	<u>EXHIBIT E</u>	Change Paragraph 4: "6%" to "3%". Note this is computed at one-half the add rate.
21	<u>EXHIBIT E</u>	Add a new paragraph unnumbered after paragraph 4: "On-site Costs" shall be defined as all costs required to complete the Work, whether performed on-site or off-site including equipment, material, labor, subcontract, warehousing, delivery from supplier/shop, storage/staging, administrative support, supervision and related costs to the extent utilized by this project.
22	<u>EXHIBIT F</u>	Delete in its entirety
23	<u>EXHIBIT G, Article 1. Work, Section 1.01, third line</u>	Add after: "plans and specifications", "used as the basis of the Construction Contractor's bid"
24	<u>EXHIBIT G, Article 1. Work, Section 1.01, fourth line</u>	Add after: "design process", as provided to the Construction Contractor prior to the Construction Contractor's bid and used as the basis of that bid."
25	<u>EXHIBIT G, Article 1. Work, Section 1.01, seventh line</u>	Add after: "design process", as provided to the Construction Contractor prior to the Construction Contractor's bid and used as the basis of that bid."

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SINGLE PROJECT CONSTRUCTION SERVICES AGREEMENT**CONTRACT NO. 6B****BANK ONE CORE DATA CENTER #2****ADDENDUM 1****CONFIDENTIAL**

26	<u>EXHIBIT G, Article 1. Work, Section 1.01, sixteenth line</u>	Add after: "govern and prevail", if such Document imposing the greater obligation or limitation on the Construction Contractor was relied upon at bid time by the Construction Contractor."
27	<u>EXHIBIT G, Article 1. Work, Section 1.01, nineteenth line</u>	Add after: "design process", as provided to the Construction Contractor prior to the Construction Contractor's bid and used as the basis of that bid."
28	<u>EXHIBIT G, Article 1. Work, Section 1.01, twentieth line</u>	Add before: "as being part of", if such Documents were relied upon at bid time by the Construction Contractor and shall be part of the scope of the Work at no additional cost to Owner."
29	<u>EXHIBIT G, Article 1. Work, Section 1.01, Twentieth line and the first seven words of the Twenty-first line</u>	Delete
30	<u>EXHIBIT G, Article 1. Work, Section 1.01, ninth line from the end of this section</u>	Replace: "thorough understanding" with "reasonable understanding, as an electrical contractor and not as an engineer involved in the design process,"
31	<u>EXHIBIT G, Article 1. Work, Section 1.01, eighth line from the end of this section</u>	Add after: " <u>Exhibit C</u> ", "to the extent that these Documents relate directly to the Work of the Construction Contractor, and were used as the basis of Construction Contractors bid."
32	<u>EXHIBIT G, Article 1. Work, Section 1.01, sixth line from the end of this section</u>	Add after the second word of the sixth line: "Construction Contractor", " or by constructive change"
33	<u>EXHIBIT G, Article 1. Work, Section 1.01, sixth line from the end of this section</u>	Add after the fourth word of the original sixth line: "Construction Contractor", "to the extent that can be reasonably expected by the Construction Contractor participating in a Lump Sum Contract"
34	<u>EXHIBIT G, Article 1. Work, Section 1.02, end of section</u>	Add after the word: "approval", "to the extent that such information is not generally known or could be known by persons participating in the construction industry"
35	<u>EXHIBIT G, Article 1. Work, Section 1.03, end of section</u>	Add after the word: "oral", "through the start of the Work of the Construction Contractor"
36	<u>EXHIBIT G, Article 2. Work, Section 2.01, end of section</u>	Add after the word: "Contractor", "using ample references for this purpose provided by the Owner.
37	<u>EXHIBIT G, Article 2. Work, Section 2.05, end of section</u>	Add a new sentence: "Owner shall compensate Construction Contractor to the extent that such access damages the Construction Contractor."
38	<u>EXHIBIT G, Article 3. Work, Section 3.01, first sentence of section</u>	Delete the first sentence of this section.
39	<u>EXHIBIT G, Article 3. Work, Section 3.02, third and fourth line</u>	Delete: "in the Contract Documents"
40	<u>EXHIBIT G, Article 3. Work, Section 3.02, third line</u>	Add After: "contemplated", "by the Construction Contractor as the basis of the bid utilizing the documents provided at that time"

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SINGLE PROJECT CONSTRUCTION SERVICES AGREEMENT**CONTRACT NO. 6B****BANK ONE CORE DATA CENTER #2****ADDENDUM 1****CONFIDENTIAL**

41	<u>EXHIBIT G, Article 3. Work, Section 3.02, fifth line</u>	Replace: "all" with ", generally,"
42	<u>EXHIBIT G, Article 3. Work, Section 3.02, fifth line</u>	Replace: "fully" with "reasonably"
43	<u>EXHIBIT G, Article 3. Work, Section 3.03, first line</u>	Add after: "superintendent", "(All reference to the Construction Contractors project superintendent in this contract shall mean Project Manager.)"
44	<u>EXHIBIT G, Article 3. Work, Section 3.03, first line</u>	Replace: "superintendent" with "manager"
45	<u>EXHIBIT G, Article 3. Work, Section 3.03, eleventh line</u>	Add after: "Contractor", "as long as a copy is sent to the Construction Contractor by facsimile at the office identified in Item #6 of the Agreement."
46	<u>EXHIBIT G, Article 3. Work, Section 3.03 eighteenth line</u>	Add after: "by Owner", ", which approval shall not be unreasonably withheld"
47	<u>EXHIBIT G, Article 3. Work, Section 3.03, line four from the end of this section</u>	Add after the last word: "Owner", "for just and adequate cause,"
48	<u>EXHIBIT G, Article 3. Work, Section 3.03, last line end of this section</u>	Delete after: "Contractor are", "also listed in the Agreement"
49	<u>EXHIBIT G, Article 3. Work, Section 3.03, last line end of this section</u>	Add after: "Contractor are", "Patricia Creedon, President, Kristin Cerase, Acting Secretary and Charles Doble, Project Manager"
50	<u>EXHIBIT G, Article 3. Work, Section 3.04 (b), second line</u>	Delete: "solely"
51	<u>EXHIBIT G, Article 3. Work, Section 3.04 (b), second line</u>	Add after: "procedures and for", "participating in"
52	<u>EXHIBIT G, Article 3. Work, Section 3.04 (b), second line</u>	Add after: "Work", "to the extent this responsibility is not limited by the Owner, Owner's representatives and their subcontractors"
53	<u>EXHIBIT G, Article 3. Work, Section 3.07 (a), line one</u>	Change the first sentence as follows: "The Contract Sum is based on the Completion Schedule attached to RFP6B, which was used as the basis of Construction Contractor's bid. Said schedule may be modified by mutual agreement between the parties to this agreement, and such modified schedule shall be called the "Completion Schedule"
54	<u>EXHIBIT G, Article 3. Work, Section 3.07 (a), line three</u>	Add at the end of this section after the word: "Schedule", "other than that negotiated at the time of the mutually agreed upon schedule changes"
55	<u>EXHIBIT G, Article 3. Work, Section 3.07 (b), line two</u>	Change the seventh word: "the", to "any current mutually agreed upon"
56	<u>EXHIBIT G, Article 3. Work, Section 3.07 (b) (i), line five</u>	Add after: "Agreement", "or in the absence thereof, a rate including all costs associated with the labor required plus a mark-up of twenty (20) percent"

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57	<u>EXHIBIT G, Article 3. Work, Section 3.07 (b) (ii), end of this part</u>	Add after: "Agreement", "or in their absence thereof, a rate including all costs associated with the labor required plus a mark-up of twenty (20) percent"
58	<u>EXHIBIT G, Article 3. Work, Section 3.08 (b) (i), seventh line</u>	Change: "three" to "two"
59	<u>EXHIBIT G, Article 3. Work, Section 3.08 (b), fifth line from end of this part</u>	Delete entire sentence between: "specified" and "Notwithstanding"
60	<u>EXHIBIT G, Article 3. Work, Section 3.14, third line from end of this part</u>	Add after "designate", "(and compensate the Construction Contractor if more costly)"
61	<u>EXHIBIT G, Article 3. Work, Section 3.15, first sentence</u>	Add after: "Construction Contractor", "unless specified by Owner,"
62	<u>EXHIBIT G, Article 3. Work, Section 3.16 (a), line six to line seven</u>	Delete: "Construction Contractor's" through "damages because of"
63	<u>EXHIBIT G, Article 3. Work, Section 3.16 (a), line ten to line thirteen</u>	Delete: "or sustained" through "imputed to the Indemnities, or any of them"
64	<u>EXHIBIT G, Article 3. Work, Section 3.16 (a), line eighteen</u>	Add after: "used", "by Construction Contractor"
65	<u>EXHIBIT G, Article 3. Work, Section 3.16 (a), line twenty-one</u>	Add after: "other persons or entities", "to the extent caused by Construction Contractor."
66	<u>EXHIBIT G, Article 3. Work, Section 3.16 (a), line twenty-one one to end of section</u>	Delete: "whether based upon" through "infringement of similar rights."
67	<u>EXHIBIT G, Article 3. Work, Section 3.17</u>	Replace with: "Construction Contractor will keep for a period of two (2) years from Substantial Completion of Construction Contractor's Work, complete and detailed records in the normal manner maintained by the Construction Contractor in the normal course of business for such work. The obligation of the Construction Contractor to give information and assistance shall be at Owner's expense and shall not obligate Construction Contractor to incur any expense or liability."
68	<u>EXHIBIT G, Article 3. Work, Section 3.18, line two</u>	Add after: "anyone", "except representatives of the Construction Contractor"
69	<u>EXHIBIT G, Article 3. Work, Section 3.20, at end of section</u>	Add after: "parts of the Work.", "Construction Contractor shall add twenty (20) percent to all Allowance costs referenced in this section as part of the Allowance, i.e. cost to Owner."

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70	<u>EXHIBIT G, Article 3. Work, Section 3.22, at end of line six</u>	Add after: "Contract Documents.", "Lapse of coverage under this section due to Owner or Owner's representatives shall void Construction Contractor's obligations to the Owner in the Hold Harmless Provisions of this Agreement and make Owner responsible to the Construction Contractor in the Hold Harmless provisions in this Agreement to the same extent as that originally required of the Construction Contractor."
71	<u>EXHIBIT G, Article 4. Work, Section 4.01, fifth line</u>	Replace : "three (3)" with "two (2)"
72	<u>EXHIBIT G, Article 4. Work, Section 4.01, last line at end</u>	Add: "Construction Contractor has the right to refuse to work with any subcontractor proposed by the Owner."
73	<u>EXHIBIT G, Article 4. Work, Section 4.02, sixth line</u>	Add after: "Owner", "if not time consuming and overly burdensome to the Construction Contractor and the proposed persons or entities for such portion of work"
74	<u>EXHIBIT G, Article 4. Work, Section 4.02, tenth line at end</u>	Replace after : "shall not unreasonably" with "may"
75	<u>EXHIBIT G, Article 6. Work, Section 6.02, fifth line</u>	Add after: ""granted or", "reasonably"
76	<u>EXHIBIT G, Article 6. Work, Section 6.02, seventh through ninth line</u>	Delete last sentence from: "Owner" through "under the Contract."
77	<u>EXHIBIT G, Article 6. Work, Section 6.03, second line</u>	Delete after: "(i)", "intended for Construction Contractor,"
78	<u>EXHIBIT G, Article 6. Work, Section 6.03, third line</u>	Add after: "in person to", "Owner or "
79	<u>EXHIBIT G, Article 6. Work, Section 6.03, third line</u>	Add after: "superintendent", "or project manager respectively"
80	<u>EXHIBIT G, Article 6. Work, Section 6.03, fifth line</u>	Add after: "holiday", "or Saturday or followed by a holiday or Saturday"
81	<u>EXHIBIT G, Article 6. Work, Section 6.03, fifth line</u>	Replace; "to such" with "by"
82	<u>EXHIBIT G, Article 6. Work, Section 6.03, fifth and sixth line</u>	Delete: "in sufficient time for next day delivery"
83	<u>EXHIBIT G, Article 6. Work, Section 6.04, seventh line</u>	Delete: "together" through "thereunder"
84	<u>EXHIBIT G, Article 6. Work, Section 6.04, ninth</u>	Add after: "whole", "to the extent of the bond as currently issued"
85	<u>EXHIBIT G, Article 6. Work, Section 6.04, thirteenth line</u>	Add after: "increased", "unless a modification of any provision of any Contract Document a change in contract time, Contract Sum or condition of payment objectionable to the bonding company"
86	<u>EXHIBIT G, Article 6. Work, Section 6.06</u>	Delete in its entirety.

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87	<u>EXHIBIT G, Article 6. Work, Section 6.07, last line</u>	Add after: "herein", "if copies of such documents included by reference were submitted to Construction Contractor for review and approval in advance of Contact execution"
88	<u>EXHIBIT G, Article 6. Work, Section 6.09, first line</u>	Add after: "Contractor", "except failure of Owner to make timely payments or provide timely information required to perform the Work" <i>Do not type: This paragraph appears to preclude Owner withholding timely payments.</i>
89	<u>EXHIBIT G, Article 6. Work, Section 6.11</u>	Delete in its entirety.
90	<u>EXHIBIT G, Article 7. Work, Section 7.01, fifth line</u>	Delete after: "disputes", the entire parenthetical statement.
91	<u>EXHIBIT G, Article 7. Work, Section 7.01, seventh line</u>	Delete: "Owner may determine"
92	<u>EXHIBIT G, Article 7. Work, Section 7.01, seventh line</u>	Add after: "for such time as", "is mutually determined"
93	<u>EXHIBIT G, Article 7. Work, Section 7.01, ninth line</u>	Add after: "aforesaid", "and any related or consequential causes"
94	<u>EXHIBIT G, Article 7. Work, Section 7.01, twelfth line</u>	Delete: "Within" through "Schedule,"
95	<u>EXHIBIT G, Article 7. Work, Section 7.02</u>	Delete in its entirety.
96	<u>EXHIBIT G, Article 8. Work, Section 8.01, second line</u>	Delete: "and Anticipated Draw Schedule"
97	<u>EXHIBIT G, Article 8. Work, Section 8.01, third line</u>	Delete: "each month"
98	<u>EXHIBIT G, Article 8. Work, Section 8.01, sixth line</u>	Replace: "at Owner's request", with "by change order executed by Owner and Construction Contractor"
99	<u>EXHIBIT G, Article 8. Work, Section 8.02, ninth line</u>	Add after: "Schedule 8.02", ", AIA Application for Payment format,"
100	<u>EXHIBIT G, Article 8. Work, Section 8.02, thirteen line</u>	Replace: "requires" with "may require"
101	<u>EXHIBIT G, Article 8. Work, Section 8.02, sixteenth line</u>	Add after: "payment", ", if Owner has a substantial reason to believe that Construction Contractor's subcontractors and materialmen have not been paid"
102	<u>EXHIBIT G, Article 8. Work, Section 8.02, twentieth line</u>	Add after: "satisfied", ", if Owner has a substantial reason to believe that Construction Contractor's subcontractors and materialmen have not been paid"
103	<u>EXHIBIT G, Article 8. Work, Section 8.02, twenty-second line</u>	Add after: "payment", ", if Owner has a substantial reason to believe that Construction Contractor's subcontractors and materialmen have not been paid"
104	<u>EXHIBIT G, Article 8. Work, Section 8.02, twenty-third line</u>	Add after: "Contractor", ", to the extent that such payments and credits are mutually agreed upon"

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105	<u>EXHIBIT G, Article 8. Work, Section 8.02, twenty-seventh line</u>	Replace: "cost" with "amount earned in accordance with the Application for Payment"
106	<u>EXHIBIT G, Article 8. Work, Section 8.02, twenty-ninth through thirty-fifth line</u>	Delete from: "Unless otherwise" to the end of this section.
107	<u>EXHIBIT G, Article 8. Work, Section 8.03, first line</u>	Replace: " 30" with "five (5)"
108	<u>EXHIBIT G, Article 8. Work, Section 8.03, second line</u>	Add after "Owner", "reasonably"
109	<u>EXHIBIT G, Article 8. Work, Section 8.03, third line</u>	Add after: "due", "within thirty days of submission by Construction Contractor to Owner"
110	<u>EXHIBIT G, Article 8. Work, Section 8.03, fourth line</u>	Add after: "payment.", "Owner may withhold no amount in excess of the reasonably disputed amount portion."
111	<u>EXHIBIT G, Article 8. Work, Section 8.03, fourth line</u>	Add before: "Construction Contractor", "Construction Contractor shall receive payment for the full amount due no later than thirty (30) days from the original submission date of the Application for Payment."
112	<u>EXHIBIT G, Article 8. Work, Section 8.03, end of section</u>	Add after: "entitled", "to the extent that Owner approved a sufficient amount to make such payments"
113	<u>EXHIBIT G, Article 8. Work, Section 8.04, second line</u>	Add after: "filed", " to the extent of the disputed amount only"
114	<u>EXHIBIT G, Article 8. Work, Section 8.04, second line</u>	Add after "(d)", "substantiated"
115	<u>EXHIBIT G, Article 8. Work, Section 8.04, seventh/last line</u>	Add after: "cured", "only to the extent of the reasonable value that can be assigned to such breach"
116	<u>EXHIBIT G, Article 8. Work, Section 8.05, second line</u>	Replace: "the Work is finally complete" with "the project is determined to be fifty percent complete at which time the retained balance shall be reduced to fifty percent of the Contract Sum at such time retainage shall continue at five (5) percent"
117	<u>EXHIBIT G, Article 8. Work, Section 8.06, third line</u>	Add after: "do not", "materially"
118	<u>EXHIBIT G, Article 8. Work, Section 8.06, tenth line</u>	Add after: "authorities", "or the Construction Contractor's work is not an impediment to the issuance of such certificate of occupancy"
119	<u>EXHIBIT G, Article 8. Work, Section 8.08, eighth line</u>	Delete: "The acceptance" through "still unsettled"
120	<u>EXHIBIT G, Article 8. Work, Section 8.09 (a), fifth line</u>	Replace: "accepts (in writing) such responsibility" with "occupies or permits the Work to be occupied by others or at substantial completion, which ever comes first"
121	<u>EXHIBIT G, Article 9. Work, Section 9.02, fourth line</u>	Add after: "risks", "directly related to the work"
122	<u>EXHIBIT G, Article 9. Work, Section 9.02, sixth line</u>	Add after: "watchmen", "related only to the Work"

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123	<u>EXHIBIT G, Article 9. Work, Section 9.02, seventh line</u>	Add after: "barricades", "directly related to the Work"
124	<u>EXHIBIT G, Article 9. Work, Section 9.02, eleventh line</u>	Delete: ", not less than a nine (9) pound halon fire extinguisher shall be provided."
125	<u>EXHIBIT G, Article 9. Work, Section 9.02, last line</u>	Delete: "; however, Owner" through " watchmen"
126	<u>EXHIBIT G, Article 10. Work, Section 10.03.01 (a), fourth line</u>	Delete: "by cost code"
127	<u>EXHIBIT G, Article 10. Work, Section 10.03.01 (a) (i), fourth line</u>	Delete: "Construction Contractor and"
128	<u>EXHIBIT G, Article 10. Work, Section 10.03.01 (a) (i), fourth line</u>	Delete after: "fee(s)", "include"
129	<u>EXHIBIT G, Article 10. Work, Section 10.03.01 (a) (i), fourth line</u>	Add after: "fee(s)", "which shall be adjusted to be adequate enough to cover"
130	<u>EXHIBIT G, Article 10. Work, Section 10.03.01 (a) (i), sixth line</u>	Delete: "Construction Contractor and"
131	<u>EXHIBIT G, Article 10. Work, Section 10.03.01 (a) (i), sixth through tenth line</u>	Delete after "Construction Contractor", "understands that" through "furnished to subcontractor."
132	<u>EXHIBIT G, Article 10. Work, Section 10.03.01 (a) (i), sixth line</u>	Add after: "Construction Contractor", "shall add a percentage fee of ten (10) percent to cover Construction Manager's mark-up on subcontractor's lump-sum estimate for additional work, plus any additional amount marked-up for overhead and profit at twenty (20) percent to cover Construction Contractor's cost for work performed by Construction Contractor's own forces for layout, field supervision, small tools and related items.
133	<u>EXHIBIT G, Article 10. Work, Section 10.03.01 (a) (ii), fifth through seventh line, end of section</u>	Delete: "Construction Contractor shall" through "furnished to Construction Contractor."
134	<u>EXHIBIT G, Article 10. Work, Section 10.03.01 (a) (ii), fifth line</u>	Add after: "overhead, and profit.", "Any other costs related to owner furnished product, equipment or material other than unload, storage and staging for work shall be additional work and invoiced in accordance with Article 10.
135	<u>EXHIBIT G, Article 10. Work, Section 10.03.01 (b) (i), fifth line</u>	Delete: "Construction Contractor and"
136	<u>EXHIBIT G, Article 10. Work, Section 10.03.01 (b) (i), fifth line</u>	Add after: "subcontractor", "and one-half of Construction Contractors mark-up on subcontractor's lump-sum estimate for additional work"

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137	<u>EXHIBIT G, Article 10. Work, Section 10.03.01 (b) (ii), third line</u>	Add after: "plus", "one-half"
138	<u>EXHIBIT G, Article 10. Work, Section 10.03.02, third line</u>	Delete after: "applied to", "approved" through payrolls"
139	<u>EXHIBIT G, Article 10. Work, Section 10.03.02, third line</u>	Add after: "applied to", "all "on-site" costs"
140	<u>EXHIBIT G, Article 10. Work, Section 10.03.02, fourth line</u>	Replace: "ten (10)" with "thirty (30)"
141	<u>EXHIBIT G, Article 10. Work, Section 10.03.02, eighth line, end of section</u>	Add after: "information", "specifically requested by Owner that is not burdensome"
142	<u>EXHIBIT G, Article 10. Work, Section 10.03.03 (a), sixth and seventh line</u>	Delete: "Construction Contractor shall" through "furnished to Construction Contractor."
143	<u>EXHIBIT G, Article 10. Work, Section 10.03.03 (a), sixth line</u>	Add after: "Order.", "Any other costs related to owner furnished product, equipment or material, other than unload, storage and staging for work shall be additional work and invoiced in accordance with Article 10. <i>DNT: Check general conditions and Section 3 to determine what should be excluded and charged directly.</i>
144	<u>EXHIBIT G, Article 10. Work, Section 10.03.03 (b), second line</u>	Replace: "supervision" through "expenses", with "costs not directly related to the conduct of the Work."
145	<u>EXHIBIT G, Article 10. Work, Section 10.05, fifth line</u>	Replace: "30" with "ten (10)"
146	<u>EXHIBIT G, Article 10. Work, Section 10.06, second line</u>	2.04 is a bad reference. 2.03 could be the reference, but only partially fits as worded. Could also be Article 12?
147	<u>EXHIBIT G, Article 10. Work, Section 10.06, seventh line</u>	Replace: "20 days" with "a reasonable amount of time considering nature of claim, events surrounding time of the event, such as schedule and directives from Owner or Owner's representative(s), but in no case less than up to thirty (30) days."
148	<u>EXHIBIT G, Article 10. Work, Section 10.06, eighth line</u>	Add after: "property,", "schedule driven requirements or Owner or Owner representative driven requirements,"
149	<u>EXHIBIT G, Article 10. Work, Section 10.06, eighth line</u>	Add after: "property", "in accordance with Section 9.03"
150	<u>EXHIBIT G, Article 10. Work, Section 10.06, eighth and ninth line</u>	Delete: ", in which case" through "through "9.03"
151	<u>EXHIBIT G, Article 11. Work, Section 11.02 (a), first line</u>	Add after: "Owner's", "reasonable"
152	<u>EXHIBIT G, Article 12. Work, Section 12.01, eleventh line, at end of section</u>	Add after: "damages", "unless such termination was caused by breach of contract by Owner or Owner's representative(s)"

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